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11 Limited Liability Company doing business in
12 California, and Counterclaim-Defendant Jacob
13 Hodges

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

GLOBAL BTG LLC,

Plaintiff,

v.

NAC AIR CARGO, INC.,

Defendant-
Counterclaim Plaintiff,

v.

GLOBAL BTG LLC, JACOB
HODGES and DOES 1-5,

Counterclaim Defendants.

Case No. 2:11-cv-01657-MMM-JCGx

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PARTIAL SUMMARY JUDGMENT**

Hon. Margaret M. Morrow
Discovery Cutoff: June 5, 2012
Pretrial Conference: Nov. 13, 2012
Trial Date: Dec. 4, 2012

Hearing Date: December 10, 2012
Hearing Time: 10:00 am
Hearing Location: Courtroom 780

This matter came before the Court for hearing on December 10, 2012 at
10:00 a.m. After argument and considering the evidence and pleadings before the
Court, it is HEREBY ORDERED that:

1 1. There is no material fact dispute regarding Global's capacity to contract
2 with National. This Court grants summary judgment on and dismisses NAC's
3 fourth affirmative defense, lack of capacity, and all other claims and defenses that
4 rely upon this affirmative defense.

5 2. There is no material fact dispute regarding the meaning of the “best
6 efforts” clause in the Letter of Intent. This Court grants summary judgment on and
7 dismisses all of NAC’s counterclaims and defenses arising out of Global’s alleged
8 breach of the “best efforts” clause of the Letter of Intent.

9 3. There is no material fact dispute regarding whether the LOI permitted
10 NAC to seek other financing while under contract with Global. This Court grants
11 summary judgment in favor of Global's claim that the LOI required NAC to sell
12 and leaseback from Global exclusively.

13 4. There is no material fact dispute regarding whether NAC may recover its
14 lost profits. This Court grants summary judgment against each of NAC's damages
15 claims that arise out of the profits to be earned operating the Japan Airlines aircraft.

Margaret M. Morrow
United States District Court Judge